

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

COASTAL INTERNATIONAL
SECURITY, INC.

and

INTERNATIONAL UNION,
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA), AND ITS
AMALGAMATED LOCAL 287

Case 5-CA-94692

**COASTAL INTERNATIONAL SECURITY, INC.'S
BRIEF IN OPPOSITION TO MOTION FOR DEFAULT JUDGMENT**

I. INTRODUCTION

Pursuant to Section 102.24 of the Rules and Regulations of the National Labor Relations Board ("Board") and the Order to Show Cause issued on November 13, 2013, Coastal International Security, Inc. ("Coastal" or "Respondent"), respectfully files this Brief in Opposition to Motion for Default Judgment, in the above referenced matter and requests that the Board reject Counsel for General Counsel's ("General Counsel") Motion because: (1) Coastal has not violated or otherwise breached the settlement agreement; and (2) neither the Board nor its delegates possessed the authority to investigate and issue a complaint because the Board did not have the necessary quorum of three Board members at relevant times thus the underlying Complaint and the settlement agreement rendering them without legal effect.

II. FACTUAL AND PROCEDURAL BACKGROUND

On December 11, 2012, International Union, Security, Police and Fire Professionals of America, and its Amalgamated Local 287 ("Union") filed a charge against Coastal alleging Coastal violated section 8(a)(5) of the National Labor Relations Act by "refusing and failing to

implement the union security provision” of the collective bargaining agreement between Coastal and the Union. On March 28, 2013, after an investigation and receipt of evidence, the Regional Director issued a Complaint against Coastal. Coastal filed its Answer to the Complaint on April 10, 2013.¹

After Coastal filed its Answer the parties engaged in settlement negotiations. An agreement was reached and approved by the Regional Director on May 15, 2013. The gravamen of the document was Coastal’s agreement to “comply with all union-security provisions contained” in its collective bargaining agreement with the Union. Coastal also agreed that a default judgment would lie if Coastal violated the terms of the settlement agreement. On November 12, 2013, General Counsel filed its Motion to Transfer to the Board and for Default Judgment contending therein that Coastal violated the settlement agreement. For the reasons stated herein, Coastal requests that the Board deny General Counsel’s Motion.

III. COASTAL DID NOT VIOLATE OR BREACH THE TERMS OF THE SETTLEMENT AGREEMENT

The Board should deny General Counsel’s Motion because Coastal has not violated or breached the terms of the settlement agreement. General Counsel’s Motion is predicated on its contention that the settlement agreement obligated Coastal to terminate any employee who did not comply with the terms of the collective bargaining agreement’s union security clause. In other words, it is General Counsel’s position that if any employee did not timely join the Union, and the Union requested Coastal terminate the employee, Coastal must comply.

As noted above, the settlement agreement merely requires Coastal to abide by the terms of the union security clause. And, the union security clause does not require Coastal to terminate an employee who chooses not to comply with the union security clause. While that provision

¹ In its Answer, Coastal asserted its defense that the Board lacked a legal quorum at the time the Regional Director issued the Complaint.

contains language permitting the Union to request a discharge, it does not obligate Coastal to abide by that request. Indeed, as shown in Exhibit 13 to General Counsel's brief, Coastal specifically rejected General Counsel's proposed language that Coastal would not refuse "to terminate" an employee for failing to comply with the union security clause. Instead, Coastal proposed the language accepted by the Regional Director that it would comply with "all union-security provisions." The settlement agreement does not specify the manner in which Coastal is to enforce this provision.

Coastal has not violated the settlement agreement. Coastal's position is that if the Union advises Coastal that an employee has not complied with the union security clause, that Coastal will engage in its regular progressive discipline process. Coastal informed the Union that this is its practice and that the practice is consistent with the collective bargaining agreement. If the Union has an issue with Coastal's application of the collective bargaining agreement, it may utilize the agreement's grievance and arbitration provision. Further, Coastal has no choice but to employ progressive discipline in order to have sufficient time if necessary to have new hires at the ready if termination(s) will ensue. The contract between the General Services Administration ("GSA") and Coastal to provide armed security at the Ronald Reagan Federal Building has strict qualification and training requirements for anyone employed on the contract, which requires several months to obtain. In addition, the contract requires Coastal to provide a specified number of security officers each day to fulfill its contractual obligations. As a result, Coastal, cannot operate short staffed while it seeks to recruit and qualify replacement officers for those terminated en masse as a result of enforcement of the union security provision if progressive discipline is not applied². If immediate termination is imposed, Coastal would default on its

² The Union requested the termination of a significant number of Coastal's security officers. As of this date, all of these employees who are still employed by Coastal have either now joined the Union.

contractual obligations with the federal government, potentially making it unable to perform government work which is the bulk of its business.³ More importantly, Coastal would be forced to jeopardize the safety and security of employees and visitors at the Reagan federal building. The incidents of violence and attacks on federal facilities in recent years makes such concern more than speculation. For these reasons, Coastal did not and could not agree to immediately terminate anyone who was not in compliance with the union security provision.

There is simply nothing in the settlement agreement that mandated Coastal discharge employees. If the Union and Regional Director wanted Coastal to be required to immediately terminate any employee who did not comply with their union security obligation, they should not have accepted Coastal's removal of that requirement from the settlement documents. The Board should deny General Counsel's Motion. Alternatively, the Board should remand this matter to the Administrative Law Judge with a finding that the parties did not have a meeting of the minds regarding essential terms of the settlement agreement and therefore it is not binding on the parties.

IV. THE BOARD DID NOT HAVE A LEGALLY SUFFICIENT QUORUM WHEN THE REGIONAL DIRECTOR ISSUED THE COMPLAINT IN THIS MATTER OR WHEN THE PARTIES ENTERED INTO A SETTLEMENT AGREEMENT SO NEITHER DOCUMENT HAS ANY LEGAL EFFECT

Because neither the Board nor the Acting General Counsel had authority to investigate the underlying charges and/or issue the Complaint, any current or subsequent action must be deemed unconstitutional and therefore, this matter must be dismissed.

It is well-settled law that the Board must maintain a quorum of at least three members to have the authority to act. *See New Process Steel, L.P. v. NLRB*, 130 S. Ct. 2635, 2644 (2010); *see also* 29 U.S.C. § 153(b) ("[T]hree members of the Board shall, at all times, constitute a

³ Attached are relevant portions of Coastal's agreement with the Government Services Agency.

quorum of the Board”) In *Noel Canning v. National Labor Relations Board*, 705 F.3d 490 (D.C. Cir. 2013No. 12-1225, 2013), cert. granted, 133 S. Ct. 2861 (June 24, 2013) the Court invalidated President Obama’s recess appointments of Sharon Block, Terence F. Flynn and Richard F. Griffin to the Board, thus leaving the Board without a quorum. *Noel Canning*, 705 F.3d at 513-14. In light of *Noel Canning*, the Board remained without a quorum until August 12, 2013 and, therefore, since at least as early as January 4, 2012, did not have the authority to act. As will be explained in detail below, in investigating and prosecuting this matter, the General Counsel has acted unconstitutionally and without requisite authority.

I. The Board Lacked A Proper Quorum At All Relevant Times.

On January 25, 2013, the Court of Appeals for the District of Columbia issued its *Noel Canning* decision. Specifically, the court held that three members of the Board Sharon Block, Terence F. Flynn, and Richard F. Griffin, Jr. (appointed by the President on January 4, 2012 purportedly pursuant to the Recess Appointments Clause of the Constitution, U.S. Const. art. II, § 2, cl. 3.) were not appointed validly.⁴ The court’s ruling raises significant issues in the instant case regarding the jurisdiction of the Regional Director to investigate and issue the Complaint, the jurisdiction of the General Counsel to prosecute the case, and the jurisdiction of the General Counsel as the Regional Director to enter into a settlement agreement.

In *Laurel Baye Healthcare of Lake Lanier*, 564 F.3d 469 (D.C. Cir. 2009), the court explained that (a) a Board delegation “cannot survive the loss of a quorum on the Board”; (b) “an agent’s delegated authority terminates when the powers belonging to the entity that bestowed the authority are suspended”; and (c) “an agent’s delegated authority is also deemed to cease upon the resignation or termination of the delegating authority.” *Id.* at 472-73.

⁴ Art. II, § 2, cl. 3 provides: “The President shall have the Power to fill up all Vacancies that may happen during the Recess of the Senate, by granting Commissions which shall expire at the End of their next Session.”

Under the Act, the General Counsel “shall have final authority, *on behalf of the Board*, in respect of the investigation of charges and issuance of complaints under section 160 of this title, and in respect of the prosecution of such complaints before the Board, and shall have such other duties as the Board may prescribe or as may be provided by law (emphasis added).” 29 U.S.C. 153(d) (2012). Further, under Section 102.5 of the Board’s Rules and Regulations, a regional director is defined to be an “agent” of the Board. Consequently, the power of regional directors and the general counsel to act ceases “when the Board’s membership dips below the Board quorum of three members.” *Lauren Baye*, 564 F.3d at 475.

2. ***The Board Lacked Jurisdiction To Investigate And Prosecute The Present Complaint Against Respondent And To Enter Into A Settlement Agreement In The Absence Of A Valid Quorum Of Board Members.***

In the instant case, the Union filed its first charge, Charge No. 5-CA-94692, on December 11, 2012, 11 months after President Obama’s unconstitutional recess appointments.

As stated previously, in regard to the charge filed during the time period the Board lacked a quorum, the Region:

- a. conducted an investigation;
- b. gathered evidence;
- c. conducted factual and legal analyses;
- d. drew factual and legal conclusions;
- e. requested advice from Acting General Counsel;
- f. acted pursuant to the advice;
- g. determined to issue a complaint;
- h. ordered a hearing; and
- i. entered into a settlement agreement.

The Region conducted each and every action set forth above without the constitutional authority to do so. Accordingly, the Regional Director lacked the authority to both issue the complaint and to enter into a settlement agreement. Accordingly, the Board should deny General Counsel’s Motion.

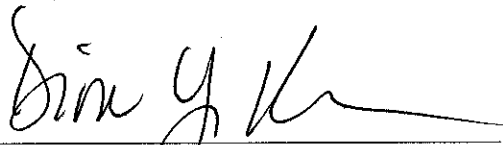
V. **CONCLUSION**

For the foregoing reasons, Respondent respectfully requests that Motion For Default Judgment be denied.

Respectfully submitted this 26th day of November, 2013.

JACKSON LEWIS LLP
1155 Peachtree Street, Suite 1000
Atlanta, Georgia 30309
Telephone: (404) 525-8200
Facsimile: (404) 525-1173

By:


Dion Y. Kohler

**ATTORNEY FOR
RESPONDENT, COASTAL INTERNATIONAL
SECURITY, INC.**

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

COASTAL INTERNATIONAL SECURITY,
INC.

and

INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA), AND ITS
AMALGAMATED LOCAL 287

Case 5-CA-94692

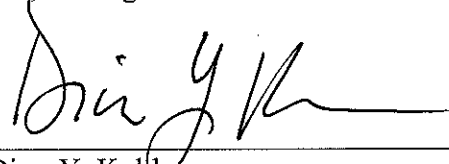
CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of November, 2013, I served a true copy of
**COASTAL INTERNATIONAL SECURITY, INC.'S BRIEF IN OPPOSITION TO
MOTION FOR DEFAULT JUDGMENT** via U. S. postage-paid, addressed to:

Wayne R. Gold, Regional Director
Region 5
National Labor Relations Board
Bank of America Center – Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201

Gordon A. Gregory
Gregory, Moore, Jeakle & Brooks, P.C.
The Cadillac Tower
65 Cadillac Square, Suite 3727
Detroit, Michigan 48226-2822

By:



Dion Y. Kohler

**ATTORNEY FOR
RESPONDENT, COASTAL INTERNATIONAL
SECURITY, INC.**

Attachments

SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEM <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER		PAGE OF 1 135			
2. CONTRACT NO. HSCREC-10-A-00001			3. AWARD EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:			8. NAME Kathy Morris			9. TELEPHONE NUMBER 215-521-2249		10. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 701 Market Street, Suite 4200 Philadelphia PA 19106			CODE OPO/FPS/EACCG		13. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS</div><div><input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> Sole Source <input type="checkbox"/> 8(a)</div></div>				
11. DELIVERY FOR POST DESTINATION UNLESS BLOCK 13 MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO As Indicated On Each Call			CODE		16. ADMINISTERED BY NPPD/FPS/East CCG/Region 11/Group A U.S. Dept. of Homeland Security Office of Procurement Operations - FPS 701 Market Street, Suite 4200 Attn: Kathy Morris Philadelphia PA 19106				
17a. CONTRACTOR/OFFEROR COASTAL INTERNATIONAL SECURITY, INC. 6198 TERMINAL ROAD SUITE 204 LORTON VA 220791141			CODE 7865091090000		FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call		
TELEPHONE NO.			19a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18b UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
10. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		
		23. UNIT PRICE					24. AMOUNT		
		GSA Contract #: GS07F0352K This BPA is issued against GSA Contract GS-07F-0352K for Armed Guard Services at the Ronald Reagan Building, Washington, DC. This constitutes acceptance of Coastal International's technical and price quote in response to RFQ HSCREC-09-Q-00013 including Amendments 0001 and 0002, and Final Quote Revision dated July 31, 2009. <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>							
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call					26. TOTAL AWARD AMOUNT (For Govt Use Only) \$0.00				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					27b. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT REF. HSCREC-09-Q-00013 OFFER DATED 07/31/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or print) Andrew Donahue PRESIDENT					30c. DATE SIGNED 11 Dec 2009		31b. NAME OF CONTRACTING OFFICER (Type or print) Andrew Donahue		
							31c. DATE SIGNED 12/14/09		

4. Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.
- B. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file with the Contractor for all inspections made during the entire Contract period. The Contractor shall make those reports available to the CO or COTR upon request.
- C. The Contractor shall brief the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken or planned to resolve the problem. If the Contractor's performance indicates that additional quality control measures are needed, the CO and COTR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
- D. The Government shall consider the Contractor's adherence to their stated Quality Control Plan during annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan may result in Contractual actions being taken by the Government.

5.2 Government-Provided Quality Control

- A. The Government shall use all methods deemed necessary to ensure that the Contractor's employees are following the terms of the Contract. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the Security Officers' actions; and surveys of building tenants regarding the Security Officers' performance, including the Security Officers' professionalism, courtesy, and knowledge of their assigned duties.
- B. In the event a breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COTR shall contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).
- C. The Government may assess price deductions for each post hour where services are not rendered according to the provisions of this Contract.

6 Services Required – Non-Supervisory Security Officers

6.1 Order of Precedence

The Contractor's employees shall perform the services as prescribed by:

- A. The Contract, including the task order(s);
- B. The Post Orders;
- C. The Officer's Duty Book (including FPS Operating Orders and Standard Operating Procedures and the Building Occupant Emergency Plan);

D. Security Officer Information Manual (SGIM)

In the event of an inconsistency between documents, the Contract takes precedence over other documents.

6.2 Security Officer Post Assignment Record

- A. Security Officers shall perform all tasks in accordance with the duties outlined on the Security Officer Post Assignment Record (Post Orders), which are prepared by FPS for all shifts on each post. The Post Orders define the specific duties that the contract Security Officers are to perform. The Security Officers shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the COTR. The COTR may modify, amend, and/or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the Contract scope has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
- B. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by anyone other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or Task Order modification.

6.3 Typical Duties

- A. Security Officers will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each Security Officer post will have the Post Orders and an Officer's Duty Book.
- B. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple contracts administered by FPS in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- C. Security Officers must be thoroughly familiar with the Post Orders at all posts where they are assigned to work. Under no circumstance should any Security Officer neglect his/her assigned duties in order to familiarize him/herself with Post Orders.
- D. Off-going guards shall provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.
- E. Security Officers shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional

The minimum productive hours required by the Government will be specified on each task order issued.

10.2 Contract Effort Required – Supervisory Hours

- A. The minimum supervisory hours required by the Government will be specified on each task order.
- B. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the Security Officers, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.

10.3 Contract Effort Required – Reserve Security Officer Force

- A. The Contractor shall be required to maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing (TAS/SAS) services (e.g., services in the event of a natural disaster, civil disturbance, or other unanticipated event). The Contractor shall ascertain how this reserve Security Officer force shall be acquired and maintained. All reserve Security Officers shall meet the minimum qualification standards required in this Contract before working any post under this Contract.
- B. The Contractor shall ascertain how this reserve Security Officer force shall be acquired and maintained; however, the Government strongly recommends that the Contractor maintain a reserve force equivalent to at least 10% of the existing Security Officer force at any given time. The Contractor should factor the costs for maintaining a reserve Security Officer force into the offering prices, as they will not be itemized or paid for separately by the Government after Contract award.
- C. This RFQ includes contract line items to be used for Temporary Additional/Emergency Services. In the event that these additional labor hours are necessary, the Contractor must coordinate with the COTR and the CO, and make note of the use of the additional contract line item for Temporary Additional/Emergency Services when invoicing.
- D. Minimal notice may be given to the Contractor when the Government requires the use of these additional labor hours. In such circumstances, the Contractor shall be compensated using the Temporary Additional/Emergency Services Rates for any temporary service performed within 72 hours of the notification to initiate such service. The Contractor will be compensated at the Basic Services Rate for any services performed after the 72-hour notification period has expired.
- E. The Temporary Additional Services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for services. Should a continuing need for additional services arise, a contract modification will be issued by the Government to provide those services.
- F. In the event a Contractor does not carry out agreed upon responsibilities (such as providing full coverage for a guard post), liquidated damages may apply. Liquidated damages will be enforced by fining the Contractor for the neglected guard post labor hours, utilizing the Temporary Additional/Emergency/Contingency labor rate.

11 Training

11.1 General

- A. All Security Officers and uniformed supervisors working under this Contract must complete the following training and pass the required written examination. Certifications may be honored for contract Security Officers and uniformed supervisors who worked under the predecessor Contract and who maintain valid certification credentials.
- B. The Training Syllabus is located in Section 4A. The Contractor shall be responsible for providing the CO and COTR a copy of its Training Plan and proposed Training and Qualifications Schedule within 10 calendar days after award of the Contract. The Contractor shall notify the COTR of any changes to the proposed Training and Qualifications Schedule not less than 10 calendar days before the date of the training session.
- C. The Contractor bears the entire responsibility for scheduling and coordinating with FPS for the Government-provided training courses, the written examinations, and weapons qualifications.
- D. The contractor shall also bear all costs and responsibilities related to their employees' attendance at any contract mandated training class, test or examination, including all expenses for transportation, lodging, and meals (as may be necessary). Currently certified FPS contract guards that are required to go to any training, testing, or examination to maintain their FPS certification status, **including weapons transition training**, shall be paid in accordance with the applicable Service Contract Act (SCA) Department of Labor prevailing wage determination or collective bargaining agreement. For pay purposes, the vendor shall treat time spent by certified contract guards in training and testing as the equivalent of time spent standing post. By contrast, pre-certification training provided by the contractor shall be governed by the payment requirements of the Fair Labor Standards Act (FLSA). Costs related to any training, test or examination required by the contract must be factored into the offering price, as they will not be itemized or paid separately by the government after award.
- E. The CO, COTR, or any FPS personnel shall be allowed to observe any training and qualifying sessions sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract.

11.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. Training certifications are required for individual Contract employees. The Contractor shall maintain copies of all training certification in its personnel files and provide copies to the CO or COTR immediately upon request or as directed.

11.8 CPR/AED/First Aid Training

- A. Any Contract employee that does not possess valid and current CPR, AED and First Aid certification cards are not considered qualified to perform on this contract.
- B. The Contractor is responsible for scheduling, obtaining, and covering all costs associated with providing CPR, AED, and First Aid training to all employees assigned to work under this Contract. CPR and AED training and certification must include adult, youth, and infant training modules. Training certification shall be valid for one year. Prior to the expiration of the CPR and AED certification, the Contract employee must become re-certified. Recertification training shall cover adult, youth, and infant CPR procedures as well as AED procedures. The Government requires that each CPR/AED course MUST provide practical training (e.g., on "dummies") on resuscitation techniques and be conducted in accordance with American Red Cross (ARC) standards by ARC certified instructors.
- C. First Aid training and certification shall be valid for a period of three years. Upon expiration of the First Aid certification, the Contract employee must become re-certified. Recertification training shall be a minimum of 2.5 hours.
- D. A post is considered "open" if manned by unqualified contract employees.

11.9 Other Special Training

In certain cases, the Contractor's employees will receive special training that will be given by the tenant agency or by FPS. The number of training hours and the posts to which the special requirements apply will be provided when the requirement arises. The Contractor will be required to schedule the training, to compensate all Security Officers for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress.

11.10 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection at no cost to the Government.

11.11 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the COTR. Government training can only be scheduled after Contract award.

11.12 Government Provided Training - Failure to Attend

- A. The Contractor shall ensure that the employees attend all scheduled training and examination/qualification sessions. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence